

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4386371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HEAVY DUTY RADIATOR, LLC	02/28/2017
RECEIVING PARTY DATA	
Name:	GEMCAP LENDING I, LLC
Street Address:	24955 PACIFIC COAST HIGHWAY
Internal Address:	SUITE A202
City:	MALIBU
State/Country:	CALIFORNIA
Postal Code:	90265
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14081418
Application Number:	14809832
Patent Number:	D746732
Patent Number:	D751472
CORRESPONDENCE DATA	
Fax Number:	(212)586-5095
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-586-5800
Email:	rboghosian@ctswlaw.com
Correspondent Name:	ROBERT BOGHOSIAN
Address Line 1:	420 LEXINGTON AVENUE
Address Line 2:	SUITE 4200
Address Line 4:	NEW YORK, NEW YORK 10170
NAME OF SUBMITTER:	ROBERT BOGHOSIAN
SIGNATURE:	/Robert Boghosian/
DATE SIGNED:	04/26/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 10	

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of February 28, 2017 (this "Agreement"), made by HEAVY DUTY RADIATOR, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Grantor") in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibits A-1 and A-2** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of
the day and year first above written.

HEAVY DUTY RADIATOR, LLC

By: 

Name: David Bore

Title: President

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

HEAVY DUTY RADIATOR, LLC

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By:  _____
Name: _____
Title: _____

[SIGNATURE PAGE - PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Patents

COUNTRY	APPLN NO	APPLN DATE	STATUS	GRANT NO	GRANT DATE
US	14/081,418	11/15/2013		9,090,159	7/28/2015
US	14/809,832	7/27/2015		9,238,404	1/19/2016
US	29538524	9/4/2015		D746,732	1/5/2016
US	29538786	9/8/2015		D751,472	3/15/2016

EXHIBIT 2

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
85349359	POWERMAX	Live	June 17, 2011	October 1, 2013	Randall Industries, Inc. DBA Detroit Radiator Corporation
77006314	Detroit Radiator Corporation DRC	Live	September 25, 2006	April 8, 2008	Randall Industries, Inc. DBA Detroit Radiator Corporation

EXHIBIT A-1

ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of _____, 201__ made by Heavy Duty Radiator, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Assignor") for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit I** attached hereto (the "Patents"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of February 28 2017 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such

governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

HEAVY DUTY RADIATOR, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A-2

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 201__ made by Heavy Duty Radiator, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Assignor") for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of February 28, 2017 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as

Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

HEAVY DUTY RADIATOR, LLC

By: _____

Name: _____

Title: _____